

NAVAL MISSION

Agreement signed at Washington June 25, 1932

Entered into force June 25, 1932

*Superseded by agreement of May 27, 1936*¹

Department of State files

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL

In conformity with the request made on March 10 of this year by the Brazilian Ambassador at Washington to the Secretary of State of the United States of America, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of June 5, 1920,² entitled "An Act to authorize officers of the Naval Service to accept offices with compensation and emoluments from Governments of the Republics of South America", has authorized the detail of officers constituting a Naval Mission to Brazil, upon the following agreed conditions:

ARTICLE I

Purpose and Duration

1. The purpose of the Mission is to cooperate with the Minister of Marine and with the officers of the Brazilian Navy in the development and operation of the Naval War College, by supervising the course and assisting in the work of instruction.
2. This Mission shall continue for a period of four years from the date of the signature of this agreement by the accredited representatives of the Governments of the United States of America and the United States of Brazil, unless sooner terminated or extended as hereinafter provided.
3. If the Government of Brazil should desire that the services of the Mission shall be extended in whole or in part beyond the period stipulated, a proposal to that effect shall be made six months before the expiration of the term of this agreement.
4. If it should become necessary in the interest of either Government on account of exigency of any kind that the present contract, or any extension

¹ EAS 94, *post*, p. 862.

² 41 Stat. 1056.

thereof, be terminated before the time specified, the Government so desiring should notify the other three months in advance.

5. It is herein stipulated and agreed that while the Mission shall be operating under this agreement, or any extension thereof, the Government of Brazil will not engage the services of any mission or personnel of any other foreign Government for duties and purposes contemplated by this agreement.

ARTICLE II

Composition and Personnel

1. The Mission will be composed of two commissioned officers of the United States Navy of rank not greater than Captain and not less than Commander, and one Chief Petty Officer for clerical duty, all to be selected by the Navy Department of the United States of America and acceptable to the Brazilian Government.

2. Any addition to the personnel of the Mission that may be considered advisable and necessary will be agreed upon as an addendum to this agreement.

ARTICLE III

Duties, Rank and Precedence

1. The members of the Mission will be solely responsible to the Brazilian Minister of Marine through the Senior Member of the Mission.

2. It shall be the duty of the several members of the Mission, under the direction of the Senior Member, to advise and cooperate with the President of the Brazilian War College, in all matters pertaining to the War College, in formulating courses of instruction and in assisting in such instruction.

3. In case of war between Brazil and any other nation the Mission shall terminate. In case of civil war no members of the Mission shall take part in the operations in any respect whatsoever.

4. Members of the Mission will retain the rank which they hold in the United States Navy. Their precedence with Brazilian officers will be in accordance with seniority. All members of the Mission will wear no uniform other than that of the Navy of the United States of America.

ARTICLE IV

Compensation and Perquisites

1. The members of the Mission will receive from the Brazilian Government for their services, the following annual compensation:

<i>Rank or Rating</i>	<i>Annual Pay</i>
Captain	7.7 gold contos of reis
Commander	6.6 gold contos of reis
Chief Petty Officer.....	2.25 gold contos of reis
(One gold conto equal \$546.00, U.S. currency)	

This compensation shall be paid monthly in Brazilian currency at the rate of exchange in New York on the day of payment.

2. The pay of a member of the Mission will commence on the date of his departure from New York, and will continue, upon completion of his service in the Mission, up to the date of his arrival in New York, proceeding by the usual traveled route. Any member of the Mission who returns to the United States of America after a service of less than two years, except in the case of illness, or who is returned upon request of the Brazilian Government in accordance with paragraph 1, Article V, shall receive full pay only up to the date of his departure from Rio de Janeiro.

3. It is further stipulated that this compensation shall not be subject to any Brazilian tax now in force or that may hereafter be imposed.

4. The expenses of the transportation by land and sea of all members of the Mission, their families, household effects and baggage, from New York to Rio de Janeiro will be paid by the Brazilian Government, and will be provided for in advance by a representative of that Government; all commissioned officers and their families to be furnished with first-class accommodation, and chief petty officers and their families with second-class accommodations. There shall also be provided an additional initial allowance to cover expenses of locating and housing each member of the Mission as follows:

- 7 contos (paper) for commissioned officers
- 2 contos (paper) for chief petty officers

The household effects and baggage of the personnel of the Mission and of their families will be exempt from all customs duties or imposts of any kind whatever in Brazil.

5. The members of the Mission who remain in Brazil for two years or for a longer period will be entitled to the payment of the expenses of transportation for the return of themselves and their families from Rio de Janeiro to New York. The expenses of transportation above referred to will cover first-class accommodations for the families of officers and second-class accommodations for the families of chief petty officers.

6. During the stay of the Mission in Brazil, the Government of Brazil will grant, upon a request through the Senior Member of the Mission, free entry for articles of personal and family use; families being construed as parents, wives, children, unmarried daughters and unmarried sisters; provided they are at the time living in Brazil as a part of the household of the member of the Mission concerned.

7. After two years' service with the Mission, each member thereof shall be entitled to leave of absence on full Brazilian pay for three months, inclusive of travel time, with the privilege of leaving Brazil. Leaves of absence of members of the Mission will be so arranged by the Senior Member of the Mission that the least inconvenience practicable will be caused thereby to the interests of the Brazilian Navy.

8. Members of the Mission who may become ill will, if necessary in the judgment of the Senior Member of the Mission, be cared for by the Brazilian Government in such hospital as the Senior Member of the Mission may, after consultation with the Brazilian authorities, consider suitable.

9. In case of travel or sea duty performed by any member of the Mission on official duty, such member shall receive, while engaged therein, full pay and allowances, together with transportation and allowances equivalent to that granted to the personnel of the Brazilian Navy of corresponding rank and rating in like circumstances.

10. The officers of the Mission will be accorded rights and privileges habitually granted to diplomatic representatives accredited to Brazil and of corresponding rank, except with regard to rights of importation which are already covered in a preceding clause.

11. When occasion requires in the performance of official duty by members of the Mission there shall be furnished for the occasion an automobile with chauffeur or a suitable boat fully manned and equipped.

12. Suitable offices and equipment will be provided by the Brazilian Government for the members of the Mission.

13. Each officer of the Mission will have, as an assistant or collaborator in all of his functions, a Brazilian officer appointed by the Minister of Marine.

14. If cancellation of this contract be effected by the request of the United States of America, all expenses of the return of the Mission and the families thereof, and their effects, to the United States of America shall be borne by that Government. In case the cancellation should be effected on the initiative of the Government of Brazil, that Government will bear the costs of the return of the Mission and the families thereof and their effects to the United States of America, in accordance with the provisions of paragraphs 2 and 5 of this Article; and in addition thereto each member of the Mission shall be paid by the Brazilian Government an amount equal to three months pay.

ARTICLE V

Recall and Substitution of Members of Mission

1. The United States of America shall have the privilege, if its public interests so require, of recalling at any time any member or members of the Mission and of substituting other officers and men acceptable to the Brazilian Government in place of those recalled; provided that all costs and expenses connected therewith shall be borne by the Government of the United States of America. In case of the recall of any member of the Mission for cause, other than the completion of his services on the Mission, at the request of the Brazilian Government, all expenses of his return shall be borne by the United States of America.

2. In case any member of the Mission so requests, he may be relieved by the Government of the United States of America from duty with the

Mission after a service of two years, and another member of suitable rank or rating, acceptable to the Brazilian Government, will be appointed in his place.

3. No member who may be detached from duty with the Mission upon his own request, prior to his service therewith of two years, shall be entitled to travel expenses and transportation of effects at the expense of the Brazilian Government.

4. If any member of the Mission is obliged by illness to discontinue service with the Mission, the Brazilian Government will bear the expenses of his return to the United States of America as above stipulated for members detached after two years' service.

5. If a member of the Mission, or one of his family, should die in Brazil, the Brazilian Government will transport the body to such place in the United States of America as the family of the deceased may designate. In case the deceased should be a member of the Mission, the Brazilian Government will provide for the transportation expenses of the family and effects of the deceased to New York.

6. In any case of the replacement of a member of the Mission, all provisions of this agreement, except as specifically mentioned elsewhere, shall apply with full force to the substitute member, including specifically those covered by paragraphs 2 and 4 of Article IV.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this agreement in duplicate in the English and Portuguese languages, at Washington, this twenty-fifth day of June, 1932.

HENRY L. STIMSON [SEAL]
*Secretary of State of the
United States of America*

R. DE LIMA E SILVA [SEAL]
*Brazilian Ambassador to the
United States of America*